

Southern Pacific Transportation Company

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(415) 541-1000

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RECORDATION NO. 7876-16 Filed 1428

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

Date 6/18/87
Fees \$20.00

CC Washington, D. C. June 17, 1987

RECORDATION NO. 7876-16 Filed 1428

JUN 18 1987 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee, Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue
Washington, D. C. 20423

Re: Agreement of Conditional Sale dated as of
March 1, 1975, between Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company and PACCAR, Inc.

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Third Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of May 15, 1987, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of March 1, 1975, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Ms. Noreta R. McGee
Page Two
June 17, 1987

Agreement of Conditional Sale dated as of March 1, 1975, between General Motors Corporation, Thrall Car Manufacturing Company, PACCAR, Inc., and Southern Pacific Transportation Company, recorded on March 28, 1975, at 3:15 p.m., and assigned Recordation No. 7876;

Amendment Agreement dated as of October 1, 1975, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on October 2, 1975, at 10:50 a.m., and assigned Recordation No. 7876-A;

Second Amendment Agreement dated as of February 1, 1976, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on February 19, 1976, at 11:25 a.m., and assigned Recordation No. 7876-B;

Third Amendment Agreement dated as of May 1, 1976, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on June 14, 1976, at 2:35 p.m., and assigned Recordation No. 7876-C;

First Supplemental Agreement dated August 10, 1981, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on August 27, 1981, at 1:40 p.m., assigned Recordation No. 7876-D;

Second Supplemental Agreement dated as of November 15, 1985, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-I; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1985, recorded on January 22, 1986, at 2:25 PM, assigned Recordation No. 7876-J.

In connection with the recording of the enclosed Third Supplemental Agreement and Assignment and Transfer, each dated as of May 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Third Supplemental Agreement dated as of May 15, 1987, between Southern Pacific Transportation Company, Vendee, and Metropolitan Life Insurance Company, Assignee.

Ms. Noreta R. McGee
Page Three
June 17, 1987

General Description of Equipment Covered by
Third Supplemental Agreement


<u>Number Of Units</u>	<u>Description</u>
3	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 3883, 3193 and 3194 (GRIP Dates - October 1977, February 1978, and April 1978, respectively).

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
7	100-ton box cars; PACCAR, Inc., builder; lettered SP and numbered 699521, 699550, 699593, 699620, 699657, 699708, and 699737.
18	100-ton hopper cars; PACCAR, Inc., builder; lettered SP and numbered 465711, 465736, 465762, 465803, 465809, 465816, 465824, 465863, 465878, 465902, 465906, 465909, 465914, 465933, 465935, 465943, 465952, and 465977.
1	Diesel locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3849.

When the recording of the Third Supplemental Agreement and Assignment and Transfer have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

JUN 18 1987 -12 45 PM
THIRD
INTERSTATE COMMERCE COMMISSION
SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT, dated as of May 15, 1987, by and between Southern Pacific Transportation Company, a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), and Metropolitan Life Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York (said Company hereinafter called "Assignee"), with a principal office and place of business at One Madison Avenue, New York, New York, as Agent acting under an Agreement dated as of the first day of March, 1975.

WITNESSETH

WHEREAS, PACCAR, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Builder"), and Southern Pacific Transportation Company (hereinafter called the "Company"), have entered into an Agreement of Conditional Sale dated as of March 1, 1975 (hereinafter called "Conditional Sale Agreement"), pursuant to which Builder agreed to build, sell and deliver to Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of box cars, flat cars, hopper cars and gondola cars, all as described therein; and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of March 1, 1975 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, the Conditional Sale Agreement and the Assignment were recorded with the Interstate Commerce Commission in accordance with Title 49, United States Code, Section 11303 on March 28, 1975, and assigned Recordation No. 7876; and

WHEREAS, certain box cars, hopper cars and a locomotive (hereinafter collectively called "Destroyed Equipment") comprising said Equipment have been destroyed, and in accordance with the provisions of said Conditional Sale Agreement, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter collectively called the "Replacement Equipment"), hereinafter specifically described, free from all liens and encumbrances, at least equal to the depreciated value, determined as provided in the Conditional Sale Agreement, of the Destroyed Equipment at the time of its destruction; and

WHEREAS, the Conditional Sale Agreement provides that upon transfer of title to said Replacement Equipment to Assignee, the same shall immediately become subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto that:

1. The Conditional Sale Agreement is hereby amended to include the following described Replacement Equipment:

<u>Number of Units</u>	<u>Description</u>
3	Diesel Locomotives; General Motors Corp. (Electro-Motive Division), builder; lettered SP and numbered 3883, 3193 and 3194 (GRIP Dates - October 1977, February 1978, and April 1978, respectively).

The above-described Replacement Equipment is hereby made subject to all of the terms and conditions of the Conditional Sale Agreement, as though part of the original Equipment delivered thereunder.

2. The Assignment is hereby amended to permit the aforesaid amendment to the Conditional Sale Agreement as though originally set forth in the Conditional Sale Agreement.

3. The Company will promptly cause this Third Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 11303.


4. Except as amended and supplemented hereby, the Conditional Sale Agreement and the Assignment shall remain unaltered and in full force and effect.

5. The Third Supplemental Agreement may be executed in any number of counterparts, each of which so executed

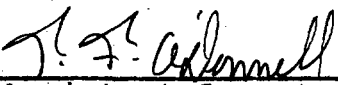
shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this Third Supplemental Agreement is dated for convenience as of May 15, 1987, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Agreement to be duly executed as of the date first above written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By: 
Treasurer

Attest:


Assistant Secretary

METROPOLITAN LIFE INSURANCE COMPANY,
as Assignee

By: 
Senior Vice President

Attest:


Assistant Secretary

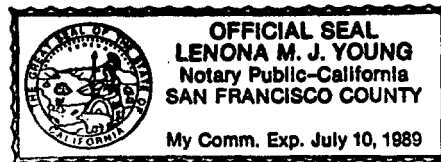
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

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) ss.
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On this 15th day of May, 1987 before me personally appeared E. F. GRADY, to me personally known, who, being by me duly sworn, says that he is Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lenona M. J. Young
Notary Public



STATE OF NEW YORK)

CITY AND COUNTY OF NEW YORK)

ss.

On this 29TH day of May, 1987, before me personally appeared PETER S. HADLEY, to me personally known, who, being by me duly sworn, says that he is Senior Vice President of METROPOLITAN LIFE INSURANCE COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brian C. Crombie
Notary Public

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires October 31, 1989